FOR THE JUNIORS.

PROBLEM.—*Marshalling.*—We submit the following problem for our Juniors. We shall be glad to receive brief and pointed answers, addressed to either of the associate editors. Some of these answers we hope to be able to publish, along with our own solution, in a future number:

A has a mortgage for $10,000 on Blackacre (worth $12,000) and on Whiteacre (worth $6,000); B has a subsequent mortgage on Blackacre for $5,000; and C a subsequent mortgage on Whiteacre for $5,000. All these mortgages are duly recorded. Later D attaches both tracts for a debt of $1,000.

In a chancery suit to which all are parties, a commissioner is directed to report the priorities and a scheme for distribution. What result?

Editors Law Register:

It is suggested as a question for your Juniors, who are supposed to bring fresh thought and late authority to such consideration, whether a conveyance in the terms stated below be a reliable device for barring dower in West Virginia, the statute law there on the subject being identical with ours.

It came up on an examination of title involving payment of some four hundred thousand dollars, and we are somewhat criticised for our opinion against it, at least as to widows of *cestuis que trust* deceased before sale.

As an old friend of ours recently remarked, "Dower is a powerful sticky thing in Virginia;" and Judge Lucas, in *Hinkle v. Hinkle* (W. Va.), 11 S. E. Rep. 993, seems to carry that idea across the State line.

Our professional curriculum does not deal with the subject of Powers so fully as our brothers of Yale and Harvard. We think the power in question, when exercised, would not override the dower estate previously consummate, on the idea of *Jones v. Hughes*, 27 Gratt. 560, and *Medley v. Medley*, Id. 565, in Virginia, and *Nickell v. Tomlinson*, 24 W. Va. 148, in West Virginia. Whether such a trust as this, aptly expressed, under the rulings of the English Chancery and after the fashion of the English conveyancers, can, in West Virginia, operate so to qualify the husband's seisin as to prevent dower, leaving in him the substantial fee and full dominion, is, as Lord Coke might say, "considerable."

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HUSBAND'S SEPARATE ESTATE.

Grant of the land in fee, to trustee, in trust and confidence to manage and hold the same for the benefit of C., Q., and T., in the proportion of one-third each, with full power to the trustees to lease, sell, mortgage, develop or dispose of, in any manner, as fully as if they were the sole beneficial owners of the same, and without any obligation on the purchasers to see to the application of the purchase money, the whole or any parts of said land or estate, and to make any contracts relating to such management and disposition and to convey the same to any purchaser or grantee fully, without any of the *cestuis que trust*, or any person to claim